he conveyed the bulk of his property upon which the plaintiffs now seek to impose a constructive trust. *Held,* that specific performance should be denied. *Sargent et al.* v. *Corey et al.* (Cal. Dist. Ct. of App., 1917), 166 Pac. 1021.

Owens v. *McNally* (1896), 113 Cal. 444, 45 Pac. 710, 33 L. R. A. 369, seems here for the first time to have been followed in its basic principle—the protection of the innocent widow of the defaulting promisor. *Stewart* v. *Smith* (1907), 6 Cal. App. 152, 161, 91 Pac. 667, 671; 2 MICH. L. REV. 235. Its doctrine appears even to have been broadened, in spite of the court's reasoning to the contrary, inasmuch as in the earlier case the court said the plaintiff had redress in a court of law. Here no such alternative is suggested by the court and the nature of the case makes the recovery of any but nominal damages improbable. Facts giving rise to the same question seem to be found in only one other case, *Dillon* v. *Gray* (1912), 87 Kan. 129, 123 Pac. 878. There *Owens* v. *McNally* was treated with respect, as it uniformly is, but the promisor's wife, though innocent, was not protected, because viewing the extraneous circumstances of the case, the judge thought the enforcement of the contract would not be "inequitable." The difficulty in finding any valid test for regulating the court's discretion in preventing hardship to third parties is not new, nor are the California decisions unsupportable by *dicta. Gall* v. *Gall,* 64 Hun. 600, 19 N. Y. Supp. 332; POMEROY, SPECIFIC PERFORMANCE OF CONTRACTS (1879), § 181, citing *Thomas* v. *Dering,* 1 Keen 729; *Curran* v. *Holyoke Water Co.,* 116 Mass. 90. The plaintiffs' suggestion that the *corpus* be divided equally between the equally virtuous parties is refreshing, even though respect for the terms of the original contract forbade its adoption.

TELEGRAPHS AND TELEPHONES—DUTY TO FURNISH CHANGE.—Plaintiff sued for damages resulting from a delay in the transmission of a message. The telegraph operator refused to accept the same because he could not change a five dollar bill tendered him by the plaintiff. *Held,* that a telegraph company must be prepared to furnish change to a reasonable amount to a person desiring to send a telegram, the reasonableness with reference to the amount, time, and place to be judicially determined. *Dale* v. *Western Union Telegraph Co.,* 166 N. Y. Supp. 740.

The principal case cites no cases directly in point relating to telegraph companies and diligent search has revealed none; it was, however, thought that the case was governed by those principles relating to the duties of a public service corporation, analogous in this respect to a common carrier. The general rule is that a passenger, particularly one on a street car, is not bound to tender the exact fare, the courts differing only as to what is a reasonable sum out of which the company may be required to make change. *Muldowney* v. *Pittsburg & B. Traction Co.,* 8 Pa. Super. Ct. 335; *Gillespie* v. *Brooklyn Heights R. Co.,* 178 N. Y. 347; *Wynn* v. *Georgia R. & Electric Co.,* 6 Ga. App. 77; 64 S. E. 278; *Funderburg* v. *Augusta & Aiken Ry. Co.,* 81 S. C. 141, 61 S. E. 1075; *Barrett* v. *Market St. Ry. Co.,* 81 Cal. 296, 6 L. R. A. 336; *Barker* v. *Central Park N. & E. River Co.,* 151 N. Y. 237, 35

L. R. A. 489. The true rule is that the status of telegraph companies is analogous to common carriers in regard to their quasi-public character, and in their duty to serve the public generally in good faith, impartially, and without discrimination. *Central U. Tel. Co.* v. *Swoveland,* 14 Ind. App. 341, 42 N. E. 1035; *Central U. Tel. Co.* v. *State,* 118 Ind. 194, 19 N. E. 604, 10 Am. St. Rep. 114. It is admitted that public service corporations owe a duty to furnish reasonable accommodations to the public. *Narrett* v. *Market St. Ry., supra.* The dissenting opinion in the principal case held that there was no reason for requiring a telegraph company to furnish change. It was argued that a passenger on a street railway naturally expects the conductor to have change, and that it would result in hardship to the passenger were the carrier not to owe a duty to furnish change. But it is readily seen that the same arguments apply with even greater force to the case of a party desiring to send a telegram. Those in charge of a telegraph office have better facilities for keeping money on hand and can more easily procure it if they find it necessary, than a conductor could while in charge of his car. One boarding a car has just as much opportunity to get the exact amount ready as has a person who sends a telegram. It seems that because of the duty as a public service corporation to furnish reasonable accommodations, a telegraph company ought to be bound to furnish a reasonable amount of change to those desiring to send a telegram.

TORTS—INTERFERENCE WITH EMPLOYMENT—RIGHT TO STRIKE.—Defendant unions and their members, by agreement, ceased to work with the non-union men of the plaintiff, the end in view being the strengthening of the union. *Held,* that this end was justifiable, there being no indication that the defendants' real purpose was to injure the plaintiff or the non-union men employed, such injury being a consequence of trade competition and an incident to a course of conduct by the defendants begun and prosecuted for their own legitimate interests. *Cohn & Roth Electric Co.* v. *Bricklayers', Masons' & Plasterers' Local Union No.* 1 (Conn. 1917), 101 Atl. 659.

It now seems well settled that a strike is not wrong *per se. Mills* v. *U. S. Printing Co. of Ohio,* 91 N. Y. *Supp.* 185, 99 App. Div. 605; *Grassi Contracting Co.* v. *Bennett,* 160 N. Y. *Supp.* 279; *Wabash R. Co.* v. *Hannahan,* 121 Fed. 563; *Illinois Malleable Iron Co.* v. *Michalek* (Ill. 1917), 116 N. E. 714; *Snow Iron Works* v. *Chadwick* (Mass. 1917), 116 N. E. 801. The present tendency of the authorities appears to support the statement of the court in the instant case that where a strike is primarily for the betterment of the condition of the members of the unions it is justifiable, if not unlawful or opposed to public policy. *Nat'l Protective Ass'n* v. *Cumming,* 170 N. Y. 315, 63 N. E. 369; *Grassi Contracting Co.* v. *Bennett, supra; Davis Mach. Co.* v. *Robinson,* 84 N. Y. *Supp.* 837, 41 Misc. Rep. 329; *Pickett* v. *Walsh,* 192 Mass. 572, 78 N. E. 753; *Cornellier* v. *Haverhill Shoe Manufacturers' Ass'n,* 221 Mass. 554, 109 N. E. 643; *Snow Iron Works* v. *Chadwick, supra; State* v. *Stockford,* 77 Conn. 227, 58 Atl. 769; *Kemp* v. *Division No. 241, Amalgamated Association of Street*